### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE, CAYMAN ISLANDS BRANCH		04/12/2007	CORPORATION: SWITZERLAND
CREDIT SUISSE, TORONTO BRANCH		04/12/2007	CORPORATION: SWITZERLAND

#### RECEIVING PARTY DATA

Name:	BOART LONGYEAR INTERNATIONAL HOLDINGS, INC.
Street Address:	2640 West 1700 South
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84104
Entity Type:	CORPORATION: MINNESOTA

Name:	LONGYEAR TM, INC.
Street Address:	2640 West 1700 South
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84104
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2150273	
Serial Number:	75201930	BOART LONGYEAR
Registration Number:	2421665	
Registration Number:	0968971	
Registration Number:	0615697	LONGYEAR
Registration Number:	2518443	INTERCEPTOR
	1	

TRADEMARK

**REEL: 003524 FRAME: 0852** 

900074755

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Registration Number:	0924673	Q
Registration Number:	2450185	RQ
Registration Number:	0936578	CQ
Registration Number:	0805775	LONGYEAR
Registration Number:	2826589	ALPHA BIT
Serial Number:	76611336	PILE WITH CONFIDENCE
Serial Number:	76611468	GROUT WITH CONFIDENCE
Serial Number:	78931615	SONIC MICROPILES
Registration Number:	3124021	NITRO-CHUCK
Registration Number:	2206318	
Registration Number:	3143663	SONICPILE
Serial Number:	78881735	ALPHABIT
Serial Number:	78744155	BOART LONGYEAR SMART SONIC SYSTEM
Serial Number:	78780149	S3
Serial Number:	78745053	SONIC MEASUREMENT WHILE DRILLING
Serial Number:	78746110	SONIC MWD
Serial Number:	78738019	SONICANCHORS
Serial Number:	78963504	NEXT Q
Serial Number:	78964693	NEXT Q
Registration Number:	2916444	MINISONIC

#### **CORRESPONDENCE DATA**

Fax Number: (703)770-7901

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703.770.7944

Email: thomas.cawley@pillsburylaw.com
Correspondent Name: Thomas A. Cawley, Jr., Ph.D.

Address Line 1: Pillsbury Winthrop Shaw Pittman LLP

Address Line 2: P.O. Box 10500

Address Line 4: McLean, VIRGINIA 22012

ATTORNEY DOCKET NUMBER:	204752-0000005
NAME OF SUBMITTER:	Thomas A. Cawley, Jr., Ph.D.
Signature:	/thomas a cawley jr/
Date:	04/18/2007

Total Attachments: 14



#### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made this 12th day of April, 2007 by CREDIT SUISSE, CAYMAN ISLANDS BRANCH, a Cayman Islands branch of a bank organized in Switzerland, located at 11 Madison Avenue, New York, NY 10010, in its capacity as United States collateral agent (the "US Collateral Agent"), and CREDIT SUISSE, TORONTO BRANCH, a Toronto branch of a bank organized in Switzerland, located at 1 First Canadian Place, Suite 3000, Toronto, Ontario, M5X 1C9 in its capacity as Canadian collateral agent (the "Canadian Collateral Agent", together with the US Collateral Agent, the "Collateral Agents") in favor of BOART LONGYEAR INTERNATIONAL HOLDINGS, INC., a Minnesota corporation, and LONGYEAR TM, INC., a Delaware corporation, each located at 2640 West 1700 South, Salt Lake City, Utah (the "Pledgors").

WHEREAS, reference is made to (i) that certain First Lien Trademark Security Agreement dated as of October 6, 2006 (the "Security Agreement"), among the Collateral Agents and Pledgors, which Security Agreement was recorded with U.S. Patent and Trademark Office; and (ii) that certain Credit Agreement, dated as of October 6, 2006 (the "Credit Agreement").

WHEREAS, in connection with the Security Agreement and the Credit Agreement, Pledgors granted to Collateral Agents in favor of the Secured Parties (as defined in the Credit Agreement) a lien on and security interest in, to and under all of their right, title and interest, in and under trademarks listed in Schedule I hereto, the Goodwill (as defined in the Security Agreement) associated with such trademarks, and all Proceeds (as defined in the Security Agreement) thereof (the "Trademarks"), among other collateral; and

WHEREAS, Pledgors have fully paid the indebtedness owing under the Security Agreement and the Credit Agreement, and Collateral Agents desire to release and discharge their lien on and security interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Collateral Agents hereby release any and all right, title and interest to its lien on and security interest in to and under the Trademarks, and reassign any and all interest it may have in such Trademarks to Pledgors. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts.

[Signature page follows]

500130679v2

IN WITNESS WHEROF, each Collateral Agent duly executes this Release by its duly authorized officers as of the day and year first above written.

CREDIT	SUISSE	CAYN	IAN IS	SLANDS	3
BRANCE	I, as Un	ited Stat	es coll	ateral ag	ent
By: Name: Title:	MAX	/\/ OBERT	HETU	M	4
Ву:		ソレ			
Name:	CA	SSAND	RA DR	<b>OOGAN</b>	
Title:		VICE P	RESID	ENT	
CREDIT S	SUISSE collater:	, TORO al agent	I ÒTM	BRANCI	H, as
Ву:					
Name:					
Title:					
Ву:					
Name:					
Title:					

Release of First Lien Trademarks Security Agreement

# NOTARIAL SEAL ACKNOWLEDGMENT

State of	NY ,					
County of	NY ;	SS.:				
Vice Predictions and acknowlessignatures on	th day of Aprocure, in the instrument, the instrument.	personally known dividuals whose ey executed the	n to me or pro e names are sul same in their c	wed to me on the bscribed to the vapacities, and the	e basis of vithin instru at by their	ıment
	,		TANNIA	Barrientos	to	

No. 01BA6121581 QUALIFIED IN QUEENS COUNTY MY COMMISSION FXPIRFS JAN. 18, 2009

IN WITNESS WHEROF, each Collateral Agent duly executes this Release by its duly authorized officers as of the day and year first above written.

	as United States collateral agent
Ву:	
Name:	
Title:	
_	
Ву:	
Name:	
Title:	
	JISSE, TORONTO BRANCH, as
Ву;	
Name:	J.C.
Title:	Alain Daoust
	Director
Ву:	
Name:	Steve W\Fuh
Title:	Vice-President

Release of First Lien Trademarks Security Agreement

#### NOTARIAL SEAL ACKNOWLEDGMENT

PROVINCE State of ONTARLO
City ) ss.:
CITY SS.:  County of TORWTO)
On the 10 th day of April in the year 2007 before me, the undersigned, a Notary Public in
and for said State, personally appeared Steven W. Fuh Via-Paind
Alan Daoust, Drector personally known to me or proved to me on the basis of
satisfactory evidence to be the individuals whose names are subscribed to the within instrument
and acknowledged to me that they executed the same in their capacities, and that by their

signatures on the instrument, the individuals, or the person upon behalf of which the individuals

acted, executed the instrument.

#### SCHEDULE I

to

#### RELEASE OF TRADEMARK SECURITY INTEREST TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

	REGISTRATION/	
OWNER	APPLICATION NUMBER	TRADEMARK
Longyear TM, Inc.	2,150,273	Circular Symbol Device
Longyear TM, Inc.	75/201930	BOART LONGYEAR
Longyear TM, Inc.	2,421,665	Circular Symbol Device
Longyear TM, Inc.	0968971	Circular Symbol Device
Boart Longyear International Holdings, Inc.	0,615,697	LONGYEAR
Boart Longyear International Holdings, Inc.	2,518,443	INTERCEPTOR
Boart Longyear International Holdings, Inc.	0,924,673	Q
Boart Longyear International Holdings, Inc.	2,450,185	RQ
Boart Longyear International Holdings, Inc.	0,936,578	CQ
Boart Longyear International Holdings, Inc.	0,805,775	LONGYEAR (Service Mark)
Boart Longyear International Holdings, Inc.	2,826,589	ALPHA BIT
Boart Longyear International Holdings, Inc.	76611336	PILE WITH CONFIDENCE
Boart Longyear International Holdings, Inc.	76611468	GROUT WITH CONFIDENCE
Boart Longyear International Holdings, Inc.	78/931615	SONIC MICROPILES
Boart Longyear International Holdings, Inc.	2916444	MINISONIC
Boart Longyear International Holdings, Inc.	3124021	NITRO-CHUCK
Boart Longyear International	2,206,318	B (STYLIZED)

Holdings, Inc.		
Boart Longyear International Holdings, Inc.	3143663	SONICPILE
Boart Longyear International Holdings, Inc.	78/881,735	ALBHABIT
Boart Longyear International	78/744,155	BOART LONGYEAR SMART
Holdings, Inc.		SONG SONIC SYSTEM
Boart Longyear International Holdings, Inc.	78/780,149	S3
Boart Longyear International Holdings, Inc.	78/745,053	SONIC MEASUREMENT WHILE DRILLING
Boart Longyear International Holdings, Inc.	78/746,110	SONIC MWD
Boart Longyear International Holdings, Inc.	78/738,019	SONICANCHORS
Boart Longyear International Holdings, Inc.	78/963504	NEXT Q
Boart Longyear International Holdings, Inc.	78/964693	NEXT Q

#### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made this 12th day of April, 2007 by CREDIT SUISSE, CAYMAN ISLANDS BRANCH, a Cayman Islands branch of a bank organized in Switzerland, located at 11 Madison Avenue, New York, NY 10010, in its capacity as United States collateral agent (the "US Collateral Agent"), and CREDIT SUISSE, TORONTO BRANCH, a Toronto branch of a bank organized in Switzerland, located at 1 First Canadian Place, Suite 3000, Toronto, Ontario, M5X 1C9 in its capacity as Canadian collateral agent (the "Canadian Collateral Agent", together with the US Collateral Agent, the "Collateral Agents") in favor of BOART LONGYEAR INTERNATIONAL HOLDINGS, INC., a Minnesota corporation, and LONGYEAR TM, INC., a Delaware corporation, each located at 2640 West 1700 South, Salt Lake City, Utah (the "Pledgors").

WHEREAS, reference is made to (i) that certain Second Lien Trademark Security Agreement dated as of October 6, 2006 (the "Security Agreement"), among the Collateral Agents and Pledgors, which Security Agreement was recorded with U.S. Patent and Trademark Office; and (ii) that certain Credit Agreement, dated as of October 6, 2006 (the "Credit Agreement").

WHEREAS, in connection with the Security Agreement and the Credit Agreement, Pledgors granted to the Collateral Agents in favor of the Secured Parties (as defined in the Credit Agreement) a lien on and security interest in, to and under all of their right, title and interest, in and under trademarks listed in Schedule I hereto, the Goodwill (as defined in the Security Agreement) associated with such trademarks, and all Proceeds (as defined in the Security Agreement) thereof (the "Trademarks"), among other collateral; and

WHEREAS, Pledgors have fully paid the indebtedness owing under the Security Agreement and the Credit Agreement, and the Collateral Agents desire to release and discharge its lien on and security interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agents hereby release any and all right, title and interest to its lien on and security interest in to and under the Trademarks, and reassigns any and all interest it may have in such Trademarks to Pledgors. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts.

[Signature page follows]

500130727v2

IN WITNESS WHEROF, each Collateral Agents duly executes this Release by its duly authorized officers as of the day and year first above written.

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH as United States collatoral agent
By:
Name: DOBERT HETU
Title: NAME DIRECTOR
WAITAGING
Ву:
Name: <u>CASSANDRA DROOGAN</u>
Title: VICE PRESIDENT
CREDIT SUISSE, TORONTO BRANCH, as
Canadian collateral agent
_
Ву:
Name:
Title:
By:
Name:
ent." . V

Release of Second Lien Trademarks Security Agreement

# NOTARIAL SEAL ACKNOWLEDGMENT

State of
County of N
On the 10 th day of April in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared
Sonia Barriento

(Signature)
Tannia Barrientos
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01BA6121581
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES JAN. 18, 2009

REEL: 003524 FRAME: 0864

IN WITNESS WHEROF, each Collateral Agents duly executes this Release by its duly authorized officers as of the day and year first above written.

	, as United States collateral agent
Ву:	
Title:	
Ву:	
Name:	
Title:	
CREDIT S	UISSE, TORONTO BRANCH, as,
Canadian c	ollateral agent
Ву:	Minthmill
Name:	Alain Daoust
Title:	Director
Ву:	- Mrs
Name:	Steve W. Fuh
Title.	Vice Propident

Release of Second Lien Trademarks Security Agreement

NOTARIAL SEAL ACKNOWLEDGMENT
ROVING State of DNIARZO)
CITY TORONTO ) ss.:
On the 10 th day of April in the year 2007 before me, the undersigned, a Notary Public is and for said State, personally appeared Never W. Fuh, Vice-President and Main Daout, Director personally known to me or proved to me on the basis of
satisfactory evidence to be the individuals whose names are subscribed to the within instrument
and acknowledged to me that they executed the same in their capacities, and that by their
signatures on the instrument, the individuals, or the person upon behalf of which the individuals
acted, executed the instrument.

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Boart Longyear International Holdings, Inc.	78/738,019	SONICANCHORS
Boart Longyear International Holdings, Inc.	78/963504	NEXT Q
Boart Longyear International Holdings, Inc.	78/964693	NEXT Q

**RECORDED: 04/18/2007**